

GRANT OF RIGHT OF WAY.

THIS GRANT made the 4th day of ~~June~~, 1953, between BERTHA FURMAN SANFORD and JOHN WHEELER SANFORD, JR., of 93 Maple Avenue, Warwick, Orange County, New York, Surviving Trustees under the Last Will and Testament of John Wheeler Sanford, late of the County of Orange, Deceased, parties of the first part, and ROCKLAND LIGHT AND POWER COMPANY, a domestic corporation having its principal office and place of business at 10 North Broadway, Nyack, Rockland County, New York, party of the second part, WITNESSETH:

The parties of the first part, by virtue of the power and authority to them given in and by the said Last Will and Testament, and in consideration of the sum of TWO HUNDRED DOLLARS (\$200.00), the receipt of which is hereby acknowledged, do grant to the party of the second part, its successors and assigns forever, the right to enter upon and use part of the premises of the parties of the first part as a right of way and to excavate therein and to lay, maintain, operate, repair, remove and replace a pipe line or pipe lines and all necessary equipment and appurtenances for the transmission and distribution of gas upon, through and across the premises of the parties of the first part situated in the Town of Warwick, Orange County, New York, said right of way being described as follows:

BEGINNING in the westerly line of Route 17A on the boundary line between the premises of the parties of the first part, formerly owned by John Wheeler Sanford, and premises now or formerly of Hannah Sly, and running thence along the division line between the premises of the parties of the first part, formerly of John Wheeler Sanford, and said Sly North 55° 15' West 206 feet to a stake and the southeasterly corner of premises of Home Gas Company; thence South 34° 42' West along the premises of Home Gas Company 19 feet to a point; thence South 55° 15' East 206 feet more or less to the westerly line of Route 17A; thence northeasterly along the westerly line of Route 17A to the point and place of beginning.

SUBJECT to the right of the parties of the first part and Home Gas Company, their successors and assigns, to use the above described premises as a right of way for egress and ingress to and from the lands of Home Gas Company and lands of the parties of the first part, formerly of John Wheeler Sanford, to the public highway known as Route 17A.

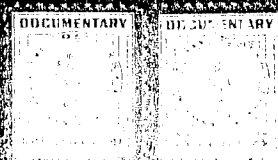
438

And the parties of the first part covenant that they have not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as hereinabove set forth.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals the day and year first above written.

In the Presence of:

Elton M. Lovett
as to both



Bertha F. Sanford
Bertha Furman Sanford

John Wheeler Sanford, Jr.
Surviving Trustees under the Last
Will and Testament of John Wheeler
Sanford, Deceased.

STATE OF NEW YORK

COUNTY OF ROCKLAND

On this 4th day of December, 1955, before me personally came Elton Lovett, the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at S. Highland Ave., Nyack, N. Y.; that he knows BERTHA FURMAN SANFORD, also known as Bertha F. Sanford, and JOHN WHEELER SANFORD, JR., Surviving Trustees under the Last Will and Testament of John Wheeler Sanford, Deceased, to be the individuals described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw them execute the same and that he, said witness, at the same time subscribed his name as witness thereto.

William Honegger

Notary Public

WILLIAM HONEGGER

Notary Public in the State of New York
Residing in Rockland Co., Co. Cl's. #141-115012
Certificate filed in Orange and Sullivan Co.
My Commission expires March 22, 1957

* a corporation organized under the Laws of the State of New York and having its principal place for the transaction of business located at 120 East 535 41st Street, New York City, N. Y.

For and in consideration of One Dollar (\$1.00) to **Them**
 John W. Sanford Estate;
 in hand paid _____
 Bertha F. Sanford; John W. Sanford, Jr.,

 Frances S. Bradner; Elizabeth S. Lewis, direct heirs,
 of Warwick, New York _____
 (No Street Address) Home Gas Company, _____

 herein designated as the Grantor do Grant and Convey to
 herein designated as the Grantee, its successors and assigns, the right and privilege to lay, maintain,
 operate, repair, change and remove a pipe line over and through lands situated in the _____
 County of _____ in the State of New York, bounded and described as follows:
 On the north by lands of _____ Hannah Sly, et al _____
 On the east by lands of _____ A. D. Vanderburgh _____
 On the south by lands of _____ George Hansen; Paul Boughton, et al _____
 On the west by lands of _____ Town Road _____

The Grantee's proper representatives are hereby granted the right of ingress, egress and regress to and from the above described lands, together with the right to maintain, operate, repair and remove its existing pipe lines for the transportation of gas on said land. It is provided that the Grantor may fully enjoy the use of said premises, except for the purposes herein granted to said Grantee, and said Grantee to compensate for any damages, both real and personal, which may arise from laying, maintaining, operating, repairing, and removing said pipe line, said damages if not mutually agreed upon to be ascertained and determined by three disinterested persons, one to be appointed by the Grantor, Their heirs and assigns, one by the Grantee, its successors or assigns, and the third by the two appointed as aforesaid, and the award of such three persons shall be final and conclusive.

The Grantee shall select the exact location of the pipe line after its final surveys have been completed. And it is hereby further agreed, that the said company, its successors and assigns, may at any time lay, maintain, operate, repair and remove a second line of pipe alongside of the first line as herein provided, upon the payment of a like consideration, and subject to the same conditions; also may change the size of its pipes, the damage, if any, to crops and surface in making such change to be paid by the Company.

The Grantee agrees to pay One Dollar (\$1.00) per linear rod of right of way at the time of laying the pipe thereon, and in case no pipe is laid thereon, or such payment per rod is not made within three years from the date thereof, this grant shall be null and void, and neither party hereto shall be liable to the other as a result of this instrument, plus the sum of \$622.00 for depreciation of value of building lots.

It is agreed that the Grantor shall not have a vendor's lien hereunder, and that in lieu of any such lien, Grantor accepts the Grantee's obligation to pay any consideration in addition to the consideration already paid.

536

All payments hereunder may be made to **John W. Sanford Estate** of
Warwick, New York. who is hereby authorized to receive and receipt for same.

After construction of the line has been completed, the right-of-way is to be 18 feet wide, except where the pipe line is laid at a distance of 15 feet from the property line, and in those places, the right-of-way is to be 19 feet wide. Final survey to be approved by both the Grantor and the Grantee. It is mutually agreed that the pipe line is to be at least five feet in depth from point beginning at Town Road at West end of property to a point where the line ceases to parallel boundary fence and this section may be used by grantors or assigns as a street or roadway.

IT IS MUTUALLY UNDERSTOOD AND AGREED that this instrument as originally written covers all the agreements and stipulations between the parties, and that no representations or statements, verbal or written, have been made modifying, adding to, or changing the terms of said original right of way.

WITNESS the following signatures and seals this
 May , A.D. 19 49

22nd

day of

Signed, sealed and delivered
 in presence of:

Dorothy L. Sanford

Witness

Bertha F. Sanford

Grantor

R. A. Deuman

Witness

John W. Sanford Jr.

Grantor

Madeline S. Lewis

Witness

Francis S. Bradner

Grantor

Madeline S. Lewis

Witness

Stephen Sanford

Grantor

Accepted for Home Gas Company by:

State of New York

County of Orange

of

SS:

H. C. Palmer

Vice Pres.

On this 22nd day of May in the
 year Nineteen Hundred and Forty nine
 subscriber, personally appeared Bertha F. Sanford, John W. Sanford Jr.,
 Francis S. Bradner and Elizabeth S. Lewis

to me known and known to me to be the same persons
 who executed the within Instrument, and they
 acknowledged they executed the same.

described in, and
 acknowledged to me that

Harold W. Schfield

Harold W. Schfield
 Notary Public in the State of New York
 My commission expires March 30, 1951
 Orange County Clerk's No. 526

537

State of New York

County of *Broome* ss.

On this *31st* day of *May*
year Nineteen Hundred and *forty-nine*
subscriber, personally appeared *L. E. Palmer*

In the
before me, the

to me known and known to me to be the same person
who executed the within Instrument, and
he executed the same.

described in, and
he acknowledged to me that

Russell K. Wagstaff
RUSSELL K. WAGSTAFF
Notary Public, State of New York
Residing in Broome County
My commission expires March 30, 1950

cert. filed in Oregon

A true record entered June 9th 1949 at 11 A.M.

S. L. Dunsenbury
Clerk.